Title No.\_\_\_\_\_

## **BOUNDARY LINE AGREEMENT**

STATE OF NEW YORK	)
	) ss.:
COUNTY OF	)

Agreement made this	day of	, between	
having an address of _	-	in the Town of	, State of
, an	d	, residing at	, in
the Town of	, State of	(Owner or Adjoinir	ng Owner, respectively,
each being duly sworn	, deposes and says:		-

WHEREAS, I am	of	, owner of the property
located at	, in the Town of	, State of New
York, known as and by tax	nap #	(the "Property"), and
currently in contract to sell t	he property to	

WHEREAS, the Adjoining Owner is the owner of property adjacent to the Property on the Property's \_\_\_\_\_\_\_\_\_ side, which property is known as \_\_\_\_\_\_\_\_\_, in the town of \_\_\_\_\_\_\_\_, state of New York, and with the tax map # \_\_\_\_\_\_\_ (the "Adjoining Property"), and

WHEREAS, descriptions of the Property and the Adjoining Property are attached hereto as Exhibit A, and

WHEREAS, there has been uncertainty, confusion, and/or doubt concerning the precise location of the common boundary line on the \_\_\_\_\_\_\_ side of the Property and the \_\_\_\_\_\_ side of the Adjoining Property, due in part to a fence/wall/ \_\_\_\_\_\_ (other structure or improvement) situated on the \_\_\_\_\_\_ side of the Adjoining Property, and

WHEREAS, a survey of the Property prepared by \_\_\_\_\_\_ and last dated \_\_\_\_\_\_ depicts the common boundary line between the Property and the Adjoining Property on the Property's \_\_\_\_\_\_ side (the "common boundary line"), and which survey also depicts the location of the fence/wall \_\_\_\_\_\_ (other structure or improvement) as being situated \_\_\_\_\_\_ feet, more or less, \_\_\_\_\_\_ of the common boundary line. The survey is attached here to as Exhibit B, and

WHEREAS, the parties now desire to fix and definitively establish their common boundary line between the Property and the Adjoining Property owned by them respectively,

NOW, THEREFORE, in consideration of the sum of one dollar by each of the parties hereto, the receipt of which is acknowledged, the parties, for themselves, their successors and assigns,

covenant and agree, as follows:

The true and correct common boundary line between the Subject Property and the Adjoining Property is as shown on the survey attached as Exhibit B.

The Adjoining Owner acknowledges the fence/wall \_\_\_\_\_\_ (other structure or improvement) is situated \_\_\_\_\_ of their \_\_\_\_\_ property line, and they make no claim of either ownership or use of the \_\_\_\_\_ feet that lies between the fence/wall \_\_\_\_\_\_ (other structure or improvement) and the actual \_\_\_\_\_\_ line of the Adjoining Property.

The Adjoining Owner is not in possession of any portion of the \_\_\_\_\_ feet and the Adjoining Owner hereby attests that s/he does not have an easement, license, or any other right, title, or ownership interest to the \_\_\_\_\_ feet.

The Adjoining Owner further understands that Owner owns the Subject Property as depicted on the survey attached hereto and Owner has exclusive dominion and control over said Subject Property and certifies that the said fence/wall) \_\_\_\_\_\_ (other structure or improvement) is personal property and constitutes an encumbrance on the Subject Property and upon demand I promise to remove same.

The Adjoining Owner releases and quitclaims to Owner and its successor and assign forever, all right, title, and interest in and to the land lying between the fence/wall \_\_\_\_\_\_ (other structure or improvement) and the common boundary line, as depicted on the attached survey.

Owner and Adjoining Owner mutually agree and covenant that this Boundary Line Agreement shall run with the land and shall be binding on and inure to the benefit of the successors in interest of the parties and the parties to record this Boundary Line Agreement in the \_\_\_\_\_\_ County Clerk office.

IN WITNESS WHEREOF, the parties have signed this agreement the \_\_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_.

STATE OF NEW YORK ) ) ss.: COUNTY OF \_\_\_\_\_)

On the day of , in the year 20 , before me, the undersigned, personally appeared \_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public